

Contract Agreement  
between the  
*Delaware Valley Regional High School*  
Board of Education  
and the  
*Delaware Valley Regional  
Administrators Association*



2011-2014

## **ARTICLE I: RECOGNITION**

### **A. Unit Membership**

In accordance with NJSA 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all:

Principals, Assistant Principals and Directors

whether under contract, on leave, on a per diem basis, employed by the Board.

### **B. Definition**

Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II: NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement. Negotiations shall begin no later than November 1<sup>st</sup> preceding the expiration of this Agreement.
- B. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all benefits applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

### C. Modification

#### 1. Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **A. Definition**

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decision affecting a member or group of members.

### **B. Procedure**

1. A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within fifteen (15) calendar days of the knowledge of the event.
2. Nothing contained in this procedure shall prevent any member of the bargaining unit from discussing any complaint with any member of the administration in an attempt to have the complaint resolved informally provided the resolution of the complaint does not conflict with the terms of the Agreement.
3. Level One – Superintendent

The grievant, who shall have the right to have a representative present, shall meet with the Superintendent and present the grievance in writing specifying:

- A. The nature of the grievance;
- B. The nature and extent of the injury, loss or inconvenience: the specific sections of this Agreement alleged to have been violated;
- C. The relief sought.

The Superintendent shall respond in writing within seven (7) calendar days of the meeting.

### **4. Level Two - Board of Education**

If the aggrieved is dissatisfied with the decision at the Superintendent's Level, the aggrieved may request, within seven (7) workdays of receipt of the Superintendent's decision, that the Board schedule an Executive Session at the next Board meeting to hear the grievance. The grievant and his representative shall present the grievance, as specified above, to the Board. The Board shall have thirty (30) calendar days from the date of the executive Session to render its decision.

## 5. Level Three – Arbitration

If both the aggrieved and the Association are dissatisfied with the decision at the Board Level, the Association may, within ten (10) workdays of receipt of the Board's decision, submit the grievance to the American Arbitration Association for adjudication. The parties shall then be bound by the rules and procedures of the A.A.A.

The arbitrator shall be without power to modify, add to, delete from, or alter the provisions of this Agreement. The arbitrator's jurisdiction shall be limited to issues involving the violation, misinterpretation, or misapplication of a specific section or sections of this Agreement or administrative decision affecting a member or group of members. The arbitrator's decision shall be binding.

The unsuccessful party shall pay the arbitrator's fee and expenses. Determination of which party is unsuccessful shall be at the sole discretion of the arbitrator.

## 6. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall not engage in any conduct that would deprive the individual of his or her freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his/her personal grievances.

## 7. Separate Grievance File

No documents, communications, or other records dealing with the processing of a grievance shall be kept in the personnel file of any of the participants.

## 8. Meetings and Hearing

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

## **ARTICLE IV: ADMINISTRATOR RIGHTS**

### **A. Rights and Protection in Representation**

Pursuant to NJSA 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association within the Code of Ethics for School Administrators, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **B. Statutory Savings Clause**

The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

### **C. Just Cause Provision**

No administrator shall be reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article III.

### **D. Required Meetings or Hearings**

Whenever any administrator is required to appear before the Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may have (a) representative(s) of the Association, a representative of the N.J.P.S.A. and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the Association as the bargaining representative exclusively recognized.

## **ARTICLE V: LEAVES OF ABSENCE**

### **A. Sick Leave**

#### **1. Accumulative**

All 12-month administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

## 2. Sick Leave Conversion

Any administrator who retires and qualifies for retirement benefits in accordance with the requirements of the Teachers' Pension and Annuity Fund (TPAF) shall be permitted to convert unused accumulated sick leave days into cash at the time of retirement according to the following scale:

Unused Accumulated Days	To be paid at a rate of:
1-50	\$30 per day
51-100	\$80 per day
101-150	\$130 per day
Over 150	\$180 per day

to a maximum of \$20,000.

## B. Temporary Leaves of Absence

Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). No personal days are to be requested on an in-service day (except in case of emergencies). Unused personal days shall convert to sick leave at the end of each school year.
2. Five (5) days absence with pay will be allowed for a critical illness or death of a spouse, parent, child, sibling, grandchild, parent-in-law, brother/sister-in-law, grandparent (hereinafter referred to as "first level extended family members") or any other person whose relationship with the employee may be deemed appropriate by the Superintendent; at least one (1) day but no more than two (2) days for the death of first level extended family members not residing in the employee's household.

## C. Extended Leaves of Absences

### 1. Disability/Maternity Leave

The Board shall presume that a pregnant employee is disabled for work thirty (30) calendar days before the anticipated date of childbirth and that she continue to be disabled for thirty (30) calendar days after the end of her pregnancy, except that:

- a. a pregnant employee may present a physician's certificate as evidence of her fitness to perform her duties during the period of thirty (30) calendar days before and thirty (30) calendar days after the expected date of birth;
- b. a pregnant employee may present a physician's certificate as evidence of inability to

perform her duties for a period in excess of thirty (30) calendar days before or thirty (30) calendar days after the expected date of birth; and,

- c. the Board may require that additional disability leave be taken given evidence that a pregnant employee's physical condition or capacity is such that continued employment would impair her health. Normal sick leave provisions shall apply under the conditions described in this paragraph.

In cases of interrupted pregnancy or still birth, the disability leave may be terminated by the board at the administrator's request provided that the administrator's physician certifies to her capability- to perform her required duties. When interrupted pregnancy occurs before-the onset of maternity leave as defined in paragraph one, normal sick leave provisions shall apply during the term of the disability.

The Board reserves the right to require a leave of absence prior to the period of certified disability leave when necessary to avoid the disruption of a short period of service. In such circumstances, the pregnant employee shall be provided normal sick leave benefits during the certified period of disability.

A pregnant employee who has requested and is granted an unpaid leave of absence that begins before and ends after her certified period of disability forfeits claim to sick leave pay.

## 2. Child Rearing Leave

Unpaid leaves of absence relating to childbirth shall be granted by the Board based upon a written request to the Superintendent. Requests shall be limited to continuous periods, which shall end eighteen (18) months after the expected date of birth. The Board may extend or shorten such leave until the nearest convenient break in the educational program in order to preserve the continuity of operations at its discretion.

An employee who adopts a preschool age child shall be afforded similar leave. Such leave shall be requested to commence upon the receipt of de facto custody of said child, or earlier when necessary to fulfill adoption requirements. The prerogatives reserved to the Board in paragraph one shall also apply in cases of adoption.

All applications for extended leaves or extensions or renewals of leaves shall be in writing at least thirty (30) days in advance of request. If granted, such approval shall be in writing.

Non-tenured administrators cannot claim employment beyond the term of their contract. The Board is under no obligation to extend a non-tenured administrator's leave of absence beyond the contract year for which the employee is employed.

## D. Return from Leave

Time spent on leave shall not count toward fulfillment of the time requirements for tenure.

## 1. Salary

Upon return from leave granted by the Board, an administrator shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent if and only if he was actively employed for more than six (6) months, in the immediately previous twelve (12) month period.

## 2. Benefits

All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

## 3. Extensions and Renewals

All applications for extended leaves or extensions or renewals of leaves shall be in writing at least thirty (30) days in advance of request. If granted, such approval shall be in writing.

# **ARTICLE VI: WORK YEAR**

## A. Work Year

The work year shall be from July 1 to June 30<sup>th</sup> to coincide with the teacher and school master schedule. Administrators will cover the office during the winter and spring breaks.

### Vacation Days

Twelve-month administrators employed by the Board of Education prior to July 1, 2011 shall be entitled to twenty-five (25) vacation days per year to be accrued at the rate of 1/12<sup>th</sup> of that entitlement per month. Should those days be used or cashed in upon retirement or resignation before the total entitlement for the year has been accrued, the total accrual shall be 1/12<sup>th</sup> of the total entitlement multiplied by the number of months employed beginning on July 1 of the current school year, rounded off to the nearest whole number. An entire month must have been completed in order to be used in the calculation. At no time shall the total used or cashed in exceed the maximum entitlement. An administrator may bank a maximum of twelve (12) days vacation for use during the next school year. All banked days must be used in the subsequent year or forfeited without compensation.

Administrators employed by the Board of Education after June 30, 2011 shall be entitled to the vacation allowance indicated below to be accrued in accordance with the paragraph above.

YEARS OF SERVICE	ANNUAL VACATION ALLOWANCE
0-9	20 DAYS
10+	25 DAYS

The scheduling of vacation time shall be subject to the approval of the Superintendent.

#### B. Separation from Service

A member who dies before his contract period is completed shall have per diem payment for his accrued vacation days given to his estate. A member who resigns or retires during the contract year shall receive a per diem cash payment for his accrued vacation days. The per diem rate of pay shall be calculated based upon 260 days.

#### C. Inclement Weather

In the event the district is closed due to inclement weather, it is within the Superintendent's discretion to require Administrators to come to school. Should the administrator choose not to come in, he/she may use a vacation or personal day. The Superintendent will call the Administrators by 11:00 a.m. of the inclement weather day to notify the employees as to whether they are required to come to school.

### **ARTICLE VIII: SCHOOL CALENDAR**

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

### **ARTICLE IX: BENEFITS**

#### A. Tuition Reimbursement

Requests for graduate course reimbursement shall be made in writing to the Superintendent at least two weeks prior to the course start date. Course approval shall be at the discretion of the Superintendent.

A "B" average or higher must be attained for completed coursework reimbursement.

If the above referenced requirements have been met, administrators shall be entitled to reimbursement at 100% of tuition costs for graduate courses, up to a maximum of nine (9) credits per year at two hundred fifty dollars (\$250.00) per credit or the highest tuition in a New Jersey State College or university, whichever is greater. The per-administrator maximum is not to exceed \$2,500.00 per year.

Administrators will refund the Board of Education for tuition reimbursement if they voluntarily terminate employment in a period of twelve (12) months after successful completion of the course or courses. Said reimbursement shall be deducted from the employee's last paycheck(s).

## B. Health Care Coverage

Administrators shall receive health care benefits under the Horizon Blue Cross Blues Shield Plan of New Jersey or its substantial equivalent. Employees may choose Direct Access 03 or Direct Access 04. Medical co-pays shall be ten dollars (\$10). Administrators shall be required to contribute 1.5% of their annual salaries towards the cost of health benefits. Contributions shall be made through payroll deductions on a pre-tax basis.

Employees who elect to waive their health insurance benefit in lieu of payment shall be compensated at a rate of 25% of the annual premium cost based upon the level of coverage to which they are entitled or \$5,000 whichever is less.

Administrators shall communicate, in writing, their intention to participate in the insurance opt-out waiver to the school business administrator no later than June 15th for the forthcoming school year and no later than December 15th for the last six (6) months of the school year.

Administrators shall be reimbursed semi-annually on December 15th and June 15th of the school year for the preceding six (6) months of waived coverage. Administrators shall be reimbursed only for the months in which they participate.

## C. Vision Care Coverage

The Board shall provide vision care coverage for all eligible employees who elect to enroll and their families where appropriate.

## D. Dental Coverage

The Board will provide each employee eligible for insurance coverage, who elects to enroll, a 100-50-50 with orthodontic dental plan. The Board will extend the plan to family coverage where appropriate.

## E. Disability Insurance

Each administrator is entitled to receive up to \$150 per month towards the purchase of a Board approved Disability Insurance Plan, or to be reimbursed for the actual cost of a privately owned plan to a maximum of \$150 per month during his/her period of employment. The reimbursement shall be distributed to the administrators at the time of the last pay period of the school year.

## F. Flexible Spending Account

Administrators shall have the option of participating in the Section 125 Flexible Spending Account Program. The maximum annual contribution limits shall be as follows:

Unreimbursed Medical:	\$1,000.00
Elderly/Child Care:	\$5,000.00

## **ARTICLE X: MISCELLANEOUS PROVISIONS**

- A. Dues will be paid by the Board of Education for each administrator's membership in the County, State and National association for Secondary school principals.
- B. All members of the Association shall be reimbursed at the rate established by the State of New Jersey when required to use their own automobiles in the performance of their duties.
- C. Administrators shall be reimbursed for the cost of personal property damaged or destroyed in the performance of their duties.
- D. The process for evaluating DVAA members as implemented by their immediate supervisors shall comport with NJSA and NJAC requirements and Board policy.

## **ARTICLE XI: SALARY**

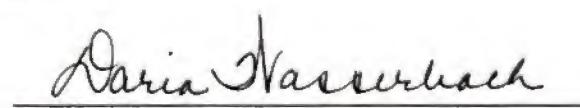
- A. The annual salaries of all administrators shall be those indicated in Appendix A and Appendix B.
- B. The annual salary of all administrators initially employed after the effective date of this Agreement shall be set at the sole discretion of the Board for the duration of the individual employee's first employment contract. After the expiration of the first employment contract the employee's salary will be determined by the collective bargaining process and included in Appendix A.

## **ARTICLE XII: DURATION**

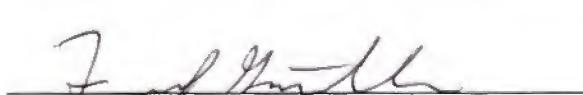
- A. The salary provision of this Agreement shall be effective July 1, 2011. The Agreement shall continue in effect until June 30, 2014 and from year to year thereafter unless either party notifies the other of its intent to reopen negotiations in accordance with the provision of Article II.
- B. IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective presidents and secretaries on the 20<sup>th</sup> day of December 2010.

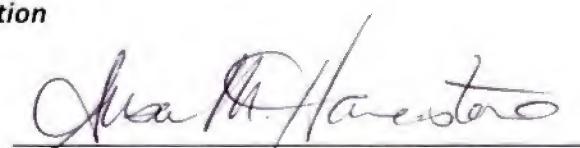
***Delaware Valley Regional High School Board of Education***

  
President

  
Secretary

***Delaware Valley Regional Administrators Association***

  
President

  
Secretary

## Appendix A

### Principal/Director Salary Guides

Step	CONTRACT YEAR		
	2011/2012	2012/2013	2013/2014
1	\$115,346	\$116,500	\$117,664
2	\$116,488	\$117,653	\$118,829
3	\$118,132	\$118,818	\$120,006
4	\$119,801	\$120,495	\$121,194
5	\$121,492	\$122,197	\$122,905
6	\$123,207	\$123,922	\$124,641
7	\$124,946	\$125,671	\$126,400
8	\$126,713	\$127,445	\$128,184
9	\$128,505	\$129,247	\$129,994
10	\$130,320	\$131,075	\$131,832
11	\$132,163	\$132,927	\$133,696
12	\$134,034	\$134,807	\$135,585
13	\$135,934	\$136,715	\$137,503
14	\$137,858	\$138,653	\$139,449
15	\$139,814	\$140,615	\$141,426
16	\$141,799	\$142,611	\$143,428
17	\$143,813	\$144,635	\$145,463
18	\$145,854	\$146,689	\$147,528
19	\$147,930	\$148,771	\$149,623
20	\$150,030	\$150,888	\$151,746
21	\$152,165	\$153,030	\$153,906
22	\$154,326	\$155,208	\$156,091
23	\$156,516	\$157,413	\$158,312

An administrator in possession of an earned doctorate will receive a salary \$2,000 above step.

Appendix B

Vice-Principal Salary Guides

CONTRACT YEAR			
Step	2011/2012	2012/2013	2013/2014
1	\$102,988	\$104,018	\$105,058
2	\$104,007	\$105,047	\$106,098
3	\$105,475	\$106,088	\$107,148
4	\$106,965	\$107,585	\$108,209
5	\$108,475	\$109,105	\$109,736
6	\$110,006	\$110,644	\$111,287
7	\$111,558	\$112,206	\$112,857
8	\$113,136	\$113,790	\$114,450
9	\$114,737	\$115,399	\$116,065
10	\$116,358	\$117,031	\$117,707
11	\$118,003	\$118,685	\$119,372
12	\$119,674	\$120,363	\$121,058
13	\$121,370	\$122,067	\$122,770
14	\$123,087	\$123,797	\$124,508
15	\$124,835	\$125,549	\$126,273
16	\$126,606	\$127,331	\$128,060
17	\$128,405	\$129,139	\$129,878
18	\$130,226	\$130,973	\$131,721
19	\$132,080	\$132,831	\$133,592
20	\$133,956	\$134,721	\$135,488
21	\$135,861	\$136,635	\$137,416
22	\$137,791	\$138,578	\$139,367
23	\$139,746	\$140,547	\$141,350

An administrator in possession of an earned doctorate will receive a salary \$2,000 above step.